



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFQ NO. 603388-14**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFQ DOCUMENT:

PROJECT NO. RFQ NO. 603388-14 RFQ PAGES: 36

DESCRIPTION: MENTAL HEALTH COUNSELING

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR QUALIFICATIONS

RFQ NO. 603388-14 MENTAL HEALTH COUNSELING

The RFQ package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603388 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **MARCH 30, 2015** at **10:00 a.m.** at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Qualifications (RFQ) procedures and would like to obtain training on the submittal process for this RFQ, please contact **Sherry Wimmer**, Purchasing Analyst, at (702) 455-4476 no later than **FRIDAY, MARCH 27, 2015** and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **APRIL 20, 2015** at **3:00:00 p.m, Pacific Standard Time**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
MARCH 18, 2015

GENERAL CONDITIONS
RFQ NO. 603388-14
MENTAL HEALTH COUNSELING

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or her designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Qualification. The term "RFQ" as used throughout this document will mean Request for Qualification.

2. INTENT

COUNTY is soliciting proposals for Mental Health Counseling for Department of Juvenile Justice.

3. SCOPE OF PROJECT

The Department of Juvenile Justice Services provides supervision and case management services for youth, 8-21 years of age, who are under the jurisdiction of the Eighth Judicial District Court.

There are four (4) divisions within DJJS: Probation Services, Detention Services, Spring Mountain Youth Camp and Clinical Services. The Probation Division has six (6) offices geographically located throughout Clark County. The Detention Division and Clinical Division are centrally located on the campus of the Eighth Judicial District Family Court. The Spring Mountain Youth Camp is a staff-secure correctional facility, housing male youth between the ages of 12 and 18 who have been adjudicated for delinquent acts. The Youth Camp is located at Angels Peak in the Mt. Charleston Recreational/Toiyabe National Forest Area.

Youth placed on probation or under jurisdiction of the Eighth Judicial District Court, Juvenile Division, are provided community supervision and case management services provided by DJJS. DJJS has a primary mission and goal of protecting the community while coordinating resources to prevent and respond to juvenile delinquency and victimization. DJJS supports communities to develop and implement effective and coordinated prevention, intervention and diversion programs to improve the juvenile justice system so that it protects public safety, holds offenders accountable, and provides treatment and rehabilitative services tailored to the needs of juveniles and their families.

The term of the contract shall be from July 1, 2015 through June 30, 2016 with the option to renew for four (4) one year periods.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Sherry A. Wimmer, Purchasing Analyst, Clark County Administrative Services, Purchasing and Contracts Division, telephone number (702) 455-4476 or sherry.wimmer@clarkcountynv.gov. This representative will respond to questions concerning the scope of work of this RFQ and questions regarding the selection process for this RFQ.

5. CONTACT WITH COUNTY DURING RFQ PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated COUNTY contact regarding the selection of a proponent or award of this Contract is prohibited from the time the RFQ is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFQ shall be addressed to the designated contact(s) specified in the RFQ document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: March 30, 2015, 10:00 AM, Gold Conference Room

Last Day to Ask Questions: April 1, 2015

Last Day County Will Provide Addendum: April 7, 2015

Proposal Due Date: April 20, 2015, 3:00:00 PM Pacific Standard Time

Finalists Selection: April 2015

Finalists Oral Presentations: April 2015 if requested by Owner

Final PROPOSER Selection: April 2015

Contract Negotiations: April 2015

Award & Approval of the Final Contract(s): April 2015

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFQ is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFQ's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. COUNTY reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which proposal COUNTY deems best suited to fulfill the requirements of the RFQ. COUNTY also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFQ.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and four copies of their proposal, including one flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and flash drive.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFQ number and title. No responsibility will attach to COUNTY or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFQ document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

COUNTY reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for COUNTY to compensate PROPOSER(S) for any costs of responding to this RFQ.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFQ. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFQ, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by COUNTY may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by COUNTY, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFQ number. The envelope must contain a letter from the PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, COUNTY will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by COUNTY only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by COUNTY, PROPOSER'S waiver of claims for wrongful disclosure by COUNTY, and PROPOSER'S covenant not to sue COUNTY for such a disclosure.

PROPOSER(S) also agrees to fully indemnify COUNTY if COUNTY is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of COUNTY'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFQ, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.

- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. EVALUATION CRITERIA

Proposals should contain the following information:

A. Organizational Information

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2012, 2013, and 2014 and your most recent Financial Statement.
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, veteran-owned or a Nevada business enterprise as defined in Exhibit C of the attached contract.
- v. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached).
- viii. Provide OWNER with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ix. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect OWNER'S decision.

B. Experience & Staff Qualifications

- i. Include a brief resume of all similar projects your firm has performed for the past 3 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada or Nationally.
- ii. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.
- iii. PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFQ. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.
- iv. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.

- v. Enclose an organizational chart.
- vi. Provide a description of your facilities.

C. Description of Proposed Project and Work Plan

Describe in more detail the PROPOSER's approach to the project. Include a preliminary project plan that includes:

- i. PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced, including Proposed Services and details for all other proposed solutions and technology.
- ii. Any assumptions.
- iii. Any constraints.
- iv. Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles.
- v. Proposed days and hours of operation.
- vi. State why the PROPOSER is best suited to perform the services for this project.
- vii. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

D. Project Fee

Describe the PROPOSER'S fees to provide the services described in their proposal. Please use the following schedule. Fees for services may be hourly or cost per unit. Cost for services and type of services needs to be clearly articulated.

The following is an estimate of the quantities of each service that are anticipated. Payment will be made only for actual quantities of the service performed. It is understood that the estimated quantities may be increased, decreased or omitted without, in any way, invalidating the proposed prices.

The Department of Juvenile Justice Services estimates 75-100 youth will require mental health counseling sessions annually. Clients will be proportionately divided geographically based on the needs of clients.

E. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

F. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

EXHIBIT A
CONTRACT FOR DEPARTMENT OF JUVENILE JUSTICE
MENTAL HEALTH COUNSELING SERVICES
SCOPE OF WORK

Mental health counseling is an outpatient service, which incorporates case consultation, evaluation, and outpatient treatment to youth and families who are experiencing mental health problems and involved with DJJS. Outpatient mental health treatment is designed to meet the treatment needs of an eligible client. Referred clients may have a wide range of mental health issues including, but not limited to, anxiety disorders, personality disorders, psychotic disorders and behavior disorders. Referred clients may possess co-existing and or co-occurring issues related to mental health and substance abuse. Partial hospitalization and/or day treatment are not allowable services under this RFQ.

Counseling services should be able to utilize a variety of therapeutic techniques used to address issues including depression, suicidal impulses, abuse, neglect, victimization, stress, problems with self-esteem, sexual exploitation and grief, which may be co-occurring with addiction and substance abuse. Services should also address issues related to helping with job and career concerns, educational decisions, issues related to mental and emotional health, family, parenting and/or other relationship problems. Counseling services are designed to provide the necessary treatment to a child and family to allow the family to remain intact, thus preventing the need for long-term residential placement or psychiatric hospitalization on the part of the child. Clients may be transitioning home from acute hospitalization, long-term psychiatric hospitalization or residential treatment facilities where counseling is needed to assist the client and family with the adjustment from structured therapeutic environment to the community. Services may include, but are not limited to; assessment, individual therapy and family therapy. The primary goal of outpatient mental health counseling services is to increase youth stability and reduce the necessity of youth to be removed from their primary residence. Group therapy and/or group counseling are allowable under this RFQ when clinically appropriate.

Frequency of contact is variable and determined by the level of need exhibited by the child and family, with an average case requiring up to two (2) hours of a clinician's time per week. Mental health counseling may occur on a short-term basis or a time limited basis up to 60 days. Longer term care (excess of 60 days) needs to be coordinated by the service provider and not an allowable service under this RFQ without written consent of DJJS.

Vendors shall clearly articulate frequency and duration of anticipated services for each client to include treatment modalities/philosophies (e.g. cognitive-behavioral therapy, cognitive processing therapy, multidimensional family therapy, motivational interviewing, dialectical behavioral therapy, motivational incentives, other promising practices, etc.) encompassed in the proposal. Vendors shall articulate the services they will be providing clients and how progress will be monitored to evaluate responsiveness to services and the attainment of individualized goals and objectives. If applicable, vendors need to clearly articulate their ability to provide counseling services to individuals diagnosed with co-existing and or co-occurring issues related to mental health and substance abuse. Additionally, vendors shall articulate any populations that they are unable to provide services based on intellectual and cognitive disability and/or delinquent history. Sex offense specific counseling and treatment services for offenders adjudicated for sexual-related offenses are not allowable services under this RFQ.

The awarded vendor(s) providing mental health counseling are responsible for providing DJJS with a type written treatment plan within five (5) business days of accepting a client. The awarded vendor(s) providing mental health counseling is responsible for providing DJJS with a type written discharge summary within five (5) business days after the conclusion of services.

DJJS requires that the treatment plans and discharge summaries be faxed and/or submitted electronically in a portable document format (.pdf) upon completion to the assigned probation officer and that a hard copy is also mailed to DJJS Probation Administration.

DJJS will initiate referrals for service(s) and appropriate documentation will be supplied to the awarded vendor(s) prior to any service(s) being rendered. This may include prior Court Reports, documentation from prior service providers, school records and any other relevant case material. DJJS is responsible for supplying this documentation, along with concise parameters regarding the intent of the referral. This is in addition to any initial paperwork the awarded vendor(s) may require to render services.

Outpatient mental health counseling services may include, but is not limited to:

1. Comprehensive mental health evaluation;
2. Ability to provide counseling that is client-centered, needs based and explaining the treatment approach and therapeutic modality that will be utilized;
3. Type of counseling to be provided:
 - a. Group mental health counseling;
 - b. Individual mental health counseling;

- c. Family counseling;
 - d. Reunification counseling;
 - e. Provision of other ancillary services (social skill development, support services, transportation assistance, etc.).
4. Ability to conduct evaluations of youth detained in a detention facility at the physical location of the detention facility;
 5. Ability to provide family counseling services in collaboration with residential treatment providers and/or psychiatric hospitals;
 6. Monthly progress summaries;
 7. Discharge or termination summary report;
 8. Assessment instruments utilized as an objective tool to measure problems; and
 9. Participation in Child and Family Team (CFT) meetings and court hearings as necessary.

Requirements

Knowledge and Skills

1. Ability to provide services within a family-based model of practice placing emphasis on empowering the family, developing client competencies and reducing agency dependency.
2. Knowledge and skills necessary to provide skills acquisition training.
3. Understanding of family assessment.
4. Understanding of the various participants and the contributions they make to the child's treatment or case plan.
5. Knowledge and understanding of crisis intervention techniques and ability to utilize those techniques.
6. Knowledge and understanding of child/adolescent development.
7. Verifiable experience providing counseling and/or therapeutic services for children.
8. Understanding of development screening process and developmental services.
9. Ability to develop and implement a child and family treatment plan.
10. Ability to provide services in any language(s) other than English, if applicable

Services

1. The organization has a clearly articulated model for its service interventions and a theoretical framework for the overall program.
2. Delivery of the service may occur within the program facility, off-site in the community, at probation centers or in home of the person served.
3. Service is specifically designed to be a time-limited intervention and the organization has a standard for the length of service, which is appropriate to the program model.
4. Core services offered focus on helping children/families stabilize youth in the community through the mastery age appropriate skills such as:
 - a. Accessing needed services;
 - b. Anger management;
 - c. Behavior management;
 - d. Reunification therapy;
 - e. Communication;
 - f. Conflict management/negotiating;
 - g. Educational planning;
 - h. Financial planning and management;
 - i. Household management;
 - j. Relaxation training;
 - k. Self-management/personal safety
 - l. Sexual safety and boundary-setting skills

- m. Vocational planning.
- 5. Assess needs of the child across a broad range of major life domains and areas (i.e. social familial, educational and vocational).
- 6. Prioritize services through mutual effective treatment planning, goals and objectives.
- 7. Participate on the interdisciplinary team to develop and actualize resources on behalf of the child and family.
- 8. Participate with DJJS in identifying core services to support the child and family.
- 9. Provide goal-oriented interventions and teaching of skills that address the longer-term needs of the child such as anger management, relaxation, problem-solving and negotiating.
- 10. Provide goal-oriented interventions and teaching of skills to improve the stability of the current placement/family setting and its ability to cope with the emotional/behavioral needs of the child.
- 11. Maintain child/family case records, including all pertinent forms relating to interventions (i.e. consents, releases, client data, treatment/case plan activity, progress notes, intake and discharge summaries).
- 12. Communicate (verbal/written) all information regarding potential risk to client to the assigned probation officer and court.
- 13. Develop and implement discharge plan including summary of treatment process, discharge-assessment of client's needs and referral-linkage to community services.
- 14. Provide all necessary reports and summaries on treatment.
- 15. Maintain record keeping in goal-oriented format.
- 16. Participate in ongoing training to support and to maintain adequate services for client needs.
- 17. Provision of child, family assessment of strengths and needs.
- 18. Provision of interventions to individuals and families in context of treatment case plan and identified needs.
- 19. Maintain service log of all client-related activities.
- 20. Maintain weekly contact with assigned probation officer for review of treatment progress and case plan activities.
- 21. Develop and implement termination plan including summary of treatment progress, termination, assessment of client needs and referral/linkage to necessary services.
- 22. Vendor shall be responsible for continuous assessment of the risk to the child, family and community.
- 23. Vendor staff is available flexible hours to accommodate client needs, including evenings and weekends.
- 24. Vendor staff is available for after hours crisis intervention.
- 25. Maintain program evaluation and outcome data.

EDUCATION AND EXPERIENCE REQUIREMENTS

- 1. Program supervision by a fully licensed doctoral or masters level marriage and family therapist, clinical social worker, clinical psychologist or psychiatrist.
- 2. Clinical Services to clients must be provided by a post masters licensed marriage and family intern, clinical professional counselor intern, clinical social work intern, or clinical psychology intern or a fully licensed doctoral or masters level marriage and family therapist, clinical professional counselor, clinical social worker, or clinical psychologist and psychiatrist.

Responsibility of Awarded Vendor

- 1. Vendor shall respond to referrals within three (3) business days. When the vendor is unable to make contact with the child and/or family, vendor shall notify the assigned probation officer(s).
- 2. The vendor(s) will supervise the youth in the program to assure that the child's needs are being met.
- 3. Vendor shall provide evidence-based mental health counseling to youth and families accepted for services.
- 4. Vendor must design its program to be a time limited intervention consistent with the program model. Justification to extend the identified time limit must be clearly documented in the child's case file.
- 5. Vendor shall participate as a team member with DJJS to jointly identify and evaluate the child's needs and develop and implement the treatment plan. Vendor shall have a written treatment plan within five (5) business days. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive short-term treatment goals, which are measurable, time limited and have monitored outcomes. Discharge planning shall include described strategies and anticipated time of goal achievement.

6. Vendor shall submit a monthly written report to DJJS on each child admitted. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.
7. The vendor shall not provide transportation to any child in the program without prior approval from the Manager or Assistant Manager of the appropriate Division within DJJS and documented in the vendor's case record.

GENERAL REQUIREMENTS

The following are requirements for all qualified vendors submitting proposals for Mental Health Counseling Services.

1. Vendor shall accept DJJS clients regardless of race, color, creed, national origin, ancestry, gender, marital status, disability, religious or political affiliation, age or sexual orientation.
2. Vendor shall embrace the following characteristics:
 - a. Empower families to define goals and implement their solutions with goal of becoming less dependent on service providers;
 - b. Teach families to advocate and identify and access community resources with the goal of strengthening the family's ability to prevent and resolve future challenges.
 - c. Instill hope and belief that change is possible and that families can have a positive impact on their circumstances;
3. Vendor shall comply will all laws, rules and regulations applicable to the performance of services contained in their proposal.
4. All services provided shall be conducted by qualified personnel that are appropriately trained for their assigned responsibilities.
5. Vendor shall keep names and circumstances surrounding each youth receiving services confidential in accordance with law.
6. If applicable, vendor shall not transport youth outside the county of their program without written notice and approval of DJJS
7. Vendor shall have a clearly defined model and theoretical framework that supports service interventions utilized program wide.
8. Vendor shall submit a written report related to any client upon request by DJJS within three (3) working days.
9. Vendor shall work together with DJJS to plan and carry out appropriate plans for the discharge of each child who has received services. The vendor shall prepare child for discharge in cooperation with the assigned probation officer.
10. Vendor shall participate in all legal processes that the child is involved in during the course of treatment and 30 days after termination of treatment services upon request of DJJS or the court.
11. Vendor shall not discharge a child for those behaviors for which they were referred except for those behaviors the vendor would normally exclude children at intake or in when behavior is escalating and creating a significant danger to the child or others.
12. Vendor will provide DJJS the dates of admissions and discharges within five (5) business days. A child shall have access to regular contacts with family as documented in the case plan or as advised by DJJS unless specifically prohibited by a court. DJJS may require submission of specific program and client data on a weekly basis such as census, incident and discharge information.
13. Vendor shall permit the removal, discharge or termination of any child in the care of the DJJS, upon such request from DJJS.
14. The contractor shall notify the assigned probation officer within one working day of any failure of a family/youth to attend a scheduled appointment.
15. Vendor shall provide DJJS written and verbal information related to the child's treatment upon request.
16. Except in emergencies, the vendor shall request prior approval for any medical and/or psychiatric services to be provided on behalf of a child in the program. This prior approval shall be requested from the Manager or Assistant Manager of the appropriate Division within DJJS and documented in the vendor's case record.
17. Vendor shall participate as a team member with DJJS to jointly identify and evaluate the child's needs and develop and implement the case plan.
18. Vendor and their employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.

19. Vendor shall implement quality assurance to monitor the frequency of contacts, quality of service provision, implementation of treatment goals and outcome of treatment provided.
20. Vendor shall initiate criminal and child abuse/neglect (CANS) background checks on all employees having direct contact with children prior to providing any services to children. Local law enforcement record checks, must be completed and available prior to providing services to children. Any positive findings of criminal charges and/or convictions of an employee having direct contact with children shall be reported immediately to the Department of Juvenile Justice Services, Probation Administration. Immediately means within 24 hours or next business day.
21. Vendors with multiple sites are responsible to ensure consistency of program services throughout program sites. Vendor will go onsite to provide supervision, consultation, technical assistance, and crisis management. Vendor shall provide and document the above services at a frequency of no less than one service visit per month per site.
22. Vendor shall notify DJJS immediately when any of the following occur to children in the care of the vendor: death, serious illness, accident, runaway, physical restraint, abuse and/or neglect investigations, delinquent or criminal acts, and any behavior which is considered by the vendor to be dangerous to the community or vendor staff. This notification does not absolve or preclude vendor from any requirement to notify, report, contact or call law enforcement or a child protective service agency.
23. Vendor shall clearly articulate in their proposals any intent to accept children referred by other agencies, entities or persons other than DJJS.
24. Vendor shall maintain program evaluation and outcome data.

Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards to include any additional County policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities, programs, offices owned, operated and/or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the County may conduct compliance monitoring and PREA standards require an outside independent audit.

Responsibilities Related to Criminal History, Substantiated Child Abuse or Neglect and Driving History

As a condition of this contract unless otherwise authorized by Clark County, all Vendor employees, independent contractors, subcontractors, agents or other individuals associated with Vendor ("workers") who perform services under this contract shall complete a background check for criminal history and substantiated child abuse or neglect. In addition, a worker who drives a vehicle as part of his or her job duties and responsibilities under this contract shall complete a background check of his or her driving history and must have a valid driver's license that is appropriate for the class of vehicle being driven.

All costs associated with the background check of criminal history, substantiated child abuse and neglect, and driving history shall be at the sole expense of Vendor and shall not be a payable or reimbursable expense under this contract. Vendor shall ensure that this background check is conducted prior to assigning a worker to perform work under this contract and at least every five (5) years thereafter. The background check related to substantiated child abuse or neglect shall include every state in which the worker resided during the immediate proceeding five (5) years. Vendor shall comply with all applicable state and federal laws when performing these background checks.

Workers cannot have any substantiated child abuse or neglect and must not have been convicted of any of the following offenses:

- a) Murder, voluntary manslaughter or mayhem;
- b) Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
- c) Assault with intent to kill or to commit sexual assault or mayhem;
- d) Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
- e) Abuse or neglect of a child or contributory delinquency;
- f) A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
- g) Abuse, neglect, exploitation or isolation of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;

- h) Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years;
- i) Any offense relating to pornography involving minors, including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
- j) Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding 7 years;
- k) A crime involving domestic violence that is punishable as a felony;
- l) A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding 7 years;
- m) A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding 7 years;
- n) Any offense involving the sale, furnishing, purchase, consumption or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding 7 years; or
- o) An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding 7 years.

Vendor shall not assign any worker to perform work under this contract who has not completed a background check for criminal history and substantiated child abuse or neglect and demonstrated that he or she does not have any substantiated child abuse or neglect or been convicted of a criminal offense listed above. If Vendor finds that a worker already assigned to perform work under this contract has substantiated child abuse or neglect or criminal conviction of an offense listed above, Vendor shall immediately remove the worker from performing work under this contract and notify the Department of Juvenile Justice Services, Probation Administration within 24 hours or the next business day. In the interest of privacy, Vendor need not specify the underlying conduct that gave rise to the removal.

Vendor shall authorize or obtain authorizations to allow Clark County to conduct audits, compliance reviews and investigations, which may require review of background checks. Upon request, Vendor shall certify that its workers who perform services under this contract have successfully passed a background check for criminal history and substantiated child abuse or neglect and are properly licensed. Vendor agrees to indemnify Clark County for any liability or harm resulting from Vendor's failure to discharge its obligations regarding background checks as described herein.

If Vendor fails to satisfy its obligations under this contract, Clark County reserves the right to immediately terminate this contract. In the event of such termination, this contract shall be null and void, and Clark County shall be discharged from any and all obligations to Vendor under this contract.

Licenses

Vendors submitting proposals must include all applicable current licenses to provide counseling and or therapy services in the state where services will be provided and to conduct business in that county and state. License to be included are as follows:

- City/Municipality;
- County; and
- State.

Vendor shall maintain all required licenses and/or permits during the life of any agreement with DJJS and/or Clark County and comply with all rules and regulations of any and all applicable licensing agent or authority.

Eligible Persons

1. DJJS has legal responsibility and/or legal custody of the child.
2. Youth approved to receive services from/by DJJS.
3. Youth adjudicated delinquent and placed on formal supervision or probation with DJJS.

National Goals

Services provided a client under this agreement shall be directed toward achievement of one or more of the following goals:

1. Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency and/or delinquency;
2. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency and/or delinquency;

3. Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating or uniting families;
4. Preventing or reducing institutional care by providing for community-based, home-based or other forms of less intensive care; and/or
5. Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

Referral Procedures

1. All referrals for placement in vendor's program shall be screened and approved by DJJS prior to admission. Failure to receive prior approval as evidenced by the signed disposition shall impact vendor's ability to seek reimbursement.
2. The vendor shall screen all potential clients, based on vendor's written admission criteria before a child is placed in the program. Screening may be done by a review of the case record, a summary submitted by DJJS or face-to-face interview with the child/family and/or probation officer.

Records

1. Vendor shall maintain individual records for each client as required by law.
2. Intake information on intake/referral packet and any other assessment related to placement justification.
3. Ongoing Assessment – Client's needs for the services provided.
4. Individual treatment plan and revisions for each child.
5. Written monthly progress.
6. Progress notes showing progress made toward the goals established in the treatment plan.
7. Incident reports – provide written incident report to DJJS Probation Administration and the assigned probation officer immediately, regarding accident, run away, physical restraint, commission of delinquent acts and any allegations of abuse/neglect.
8. Discharge Summary must be completed when the case is being closed and shall include the reason for closure.
9. Maintain books, records, documents, accounting procedures/practices and other evidence, which sufficiency and appropriately reflect all direct and indirect program costs.
10. Collect and provide outcome data on effectiveness of program.
11. Vendor shall maintain personnel records for each staff as required by law.

Fiscal Responsibility, Records and Monitoring

Vendor agrees to maintain, books, records, documents and other evidence, which sufficiently properly reflect costs of any nature expended in the performance of this RFQ. Records shall be maintained in accordance with generally accepted accounting standards.

Program Records

Provider agrees to maintain program records required by DJJS in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, client and medication records.

Monitoring Records

Vendor agrees that any program and facility inspection, review, copying and audit, including but not limited to; meetings with consumers, review of services records, review of service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved; in the provision of services, may be conducted at any reasonable time by Federal/State personnel and/or other persons duly authorized by Clark County.

Retention of Records

Vendor agrees to retain all books, records, logs and other documentation relevant to this RFQ for three (3) years. Federal, State and County auditors and persons duly authorized by the Clark County shall have full access to and the right to examine and copy any said materials during said period. Disposal of client records shall include shredding and/or removing any identifying client data from records.

Audit

Vendor agrees that if an audit discloses over payments for services or misallocation of funds paid the provider on behalf of the child, the vendor shall promptly reimburse the DJJS such unallowable costs. If such audit discloses unpaid allowable costs, DJJS shall pay the vendor such costs as are properly allowable as provided for herein.

Safeguarding of Client Information and Client Confidentiality

1. Vendor shall be prohibited from using or disclosing any part of any information concerning a child for any purpose not directly connected with the administration of DJJS or the vendor's responsibilities with respect to services provided and purchased as stipulated in the contract.
2. Vendor shall ensure that children in treatment or care are not identified by name or by clear description, or photographed for any publication or other printed or broadcast media.

Responsibilities of the DJJS

1. DJJS may make vendor visits as necessary. DJJS will assess the child's needs and determine if the child is receiving adequate treatment in accordance with their needs.
2. DJJS shall notify the vendor when any of the following events occur with the parents, guardians or primary caregiver of children supervised by DJJS and in the care of the vendor: death, serious illness or accident.
3. DJJS shall work jointly with the provider to plan and carry out appropriate plans for the discharge of each child in the DJJS's care from the vendor's program. DJJS shall furnish the vendor with the information needed to adequately prepare the child for his discharge and subsequent placement.
4. DJJS shall provide the contract vendor with the child's probation case plan, date of birth and terms and conditions of probation.
5. DJJS shall provide the awarded vendor with the applicable insurance information and/or Medicaid information for children receiving services.

Religious Activities

1. Vendor shall not encourage or engage in any form of religious proselytizing with children admitted to their program by DJJS. Children must be given clear and consistent alternatives to any religious and spiritual education.
2. Vendor is responsible for providing adult supervision for children choosing not to attend religious or spiritual services. Adult supervision must be provided in the facility of the vendor or other licensed non-religious resource.

Contract Services Corrective Action Plans and Sanctions

1. The DJJS may audit the vendor's program performance to ensure the vendor is implementing the programming outlined in the accepted proposal and contract. Vendor shall comply fully with a Corrective Action Plans by providing any and all requested documentation and access to program files, notes, fiscal data and clients.
2. Vendor shall complete to the satisfaction of the DJJS any Corrective Action Plan issued by any federal, state, and/or municipality, to include Clark County or DJJS, within the timeframe prescribed in the audit report and Correctional Action Plan. Any vendor who fails to complete any Corrective Action Plan within the timeframe specified and to the satisfaction of the DJJS, shall be subject to sanctions which may include suspension of referrals or termination of contract.

Exhibit B – Sample Standard Contract

CLARK COUNTY, NEVADA CONTRACT FOR MENTAL HEALTH COUNSELING RFQ NO. 603388-14

//ENTER COMPANY NAME//
NAME OF FIRM
//Enter Designated Contact Name//
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
//Enter Street Address// //City, State and Zip Code//
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
//Enter Email Address//
E-MAIL ADDRESS

CONTRACT FOR MENTAL HEALTH COUNSELING

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROVIDER), for Mental Health Counseling (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ENTER AMT, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee not-to-exceed amount of \$ENTER AMT. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Milestone Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid

without prior written authorization by COUNTY.

- d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, **//COORD//**, **//CODEPT//**, telephone number (702) **//XXX-XXXX//** or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in **Exhibit ENTER #** of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- D. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to execute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, PROVIDER shall pay to COUNTY, as liquidated damages, the sum of **\$ENTER AMT** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.
- E. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$ENTER AMT** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in [Section V, paragraph H](#).
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:

TO PROVIDER:

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. Non-Discrimination/Public Funds
The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.
- D. Assignment
Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in **paragraph 1** hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to insure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

Q. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit A**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

R. Non-Endorsement

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

S. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

T. Price Adjustment Requests

Commencing on **ENTER #**, prices shall not be subject to change during the initial **ENTER # monthyear** term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only **ENTER #** written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per **ENTER # monthyear** term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
YOLANDA T. KING
Chief Financial Officer

DATE

PROVIDER:
//LEGAL NAME//

By: _____
//NAME//
//TITLE//

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

DATE

**EXHIBIT A
RESERVED**

Begin here.

EXHIBIT B
MENTAL HEALTH COUNSELING
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under this Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFQ package for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: RFQ Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.	
	INSURER B:	COMPANY'S	
	INSURER C:		
	INSURER D:	BEST KEY	
	INSURER E:		
	INSURER F:	RATING	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$(I) 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFQ NO. 603388-14; MENTAL HEALTH COUNSELING.

9. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFQ No. 603388-14, entitled MENTAL HEALTH COUNSELING;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ VET ___ DVET ___ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

EXHIBIT D
MILESTONES
(EXAMPLE)

ACTIVITY		PERCENTAGE OF WORK	AMOUNT
Completion of Schematic Design Phase (Upon approval of concept drawings by the BCC)	30 Days after Notice to Proceed	0%	\$0
Completion of Design Development Phase (Upon approval of design by the BCC)	90 Days after Notice to Proceed	0%	\$0
Completion of Construction Documents Phase (Upon submittal of working drawings)	150 Days after Notice to Proceed	0%	\$0
Completion of Bid Phase (Upon Award of Bid)		0%	\$0
Completion of Construction Contract Administration Phase (Billed monthly through course of construction)		0%	\$0
TOTAL		100%	\$0

ACTIVITY	PERCENTAGE OF WORK	AMOUNT

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____	Print Name _____
Title _____	Date _____

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative